

97-128

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

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In re Applications of )  
 )  
Martin W. Hoffman, )  
Trustee-in-Bankruptcy for )  
Astroline Communications )  
Company Limited Partnership )  
 )  
For Renewal of License of )  
Station WHCT-TV, )  
Hartford, Connecticut )  
 )  
and )  
 )  
Astroline Communications Company )  
Limited Partnership, )  
Proposed Assignor )  
 )  
and )  
 )  
Two If By Sea Broadcasting )  
Corporation, )  
Proposed Assignee )  
 )  
For Consent to the Assignment of )  
License of Station WHCT-TV, )  
Hartford, Connecticut )

File No. BRCT-881201LG

File No. BALCT-930922KE

TO: The Commission

RESPONSE TO PETITION TO DISMISS OR DENY APPLICATIONS  
FOR RENEWAL AND ASSIGNMENT OF LICENSE OF STATION WHCT-TV,  
AND PETITION FOR IMMEDIATE GRANT OF APPLICATION  
OF SHURBERG BROADCASTING OF HARTFORD

Two If By Sea Broadcasting, Corporation ("TIBS"), pro  
se, hereby formally responds to the petition of Shurberg  
Broadcasting of Hartford ("SBH") to "dismiss or deny" the above  
captioned applications of TIBS and Martin W. Hoffman, Trustee-  
in-Bankruptcy for Astroline Communications Company Limited

Partnership (hereinafter, the "Trustee"), for (a) the renewal of the license of Station WHCT-TV, Channel 18, Hartford, Connecticut, and (b) consent to the assignment of that license to TIBS. By this same response, TIBS vigorously opposes SBH's request for the "immediate grant of SBH's application" for a construction permit to operate a new television station on Channel 18 in Hartford.

#### STATEMENT OF FACTS

On or about October 31, 1988, an involuntary Chapter 7 Bankruptcy Petition was filed against Astroline Communications Company Limited Partnership (hereinafter, the "Debtor"), an entity which owned and operated a Hartford based television station known as Channel 18 WHCT-TV. After first being converted to a voluntary Chapter 11 proceeding (in December 1988), on or about April 4, 1991 the case was converted to a voluntary Chapter 7 proceeding, with Martin H. Hoffman thereupon appointed as Trustee. Among the assets of the estate were the WHCT-TV Television License and two private operational fixed radio station ("OFS") licenses (the "OFS Licenses"), Call Sign WNER693-60 Washington Street, Hartford, CT and Call Sign WNER694-18 Garden Street, Hartford, CT.

Prior to the initial bankruptcy filing, in or about October 1986, the Debtor had entered into a lease agreement (hereinafter, the "Lease") with Astroline Company for the property located at 376 Deercliff Road in the Towns of Avon and West Hartford, Connecticut. The Lease required the Lessee

(Debtor) to construct, operate and maintain a television broadcasting tower and facilities necessary and appurtenant thereto upon a portion of the demised property for the nonexclusive benefit of a television station bearing the call letters WHCT and/or its successor stations. See Exhibit I.

In or about March 1993, TIBS entered into a Purchase and Assignment Agreement with the Trustee, whereby the Trustee agreed to assume the Lease (subject to Court approval), and to sell and assign to TIBS whatever rights, title and interest the Trustee had in the Lease, the WHCT-TV Television License and the two OFS Licenses. See Exhibit II.

On May 19, 1993, auction proceedings were held before Judge Krechevsky of the United States Bankruptcy Court in Hartford, Connecticut, herein TIBS was authorized to acquire the WHCT-TV Television License, subject to FCC approval of the transfer of that license from the Trustee. SBH was the sole unsuccessful bidder at that auction.

Thereafter, on June 8, 1993, Judge Krechesvsky signed an Order approving the Trustee's motion for Assumption and Assignment of Non-Residential Real Property Lease, Notice of Private Sale and Opportunity to make Higher Offer, and Amended Motion to Assign Lease Free and Clear of Liens and Other Interests. Thus, by these Orders, the Trustee was authorized to assume the Lease and assign all right, title and interest of the estate under the Lease to TIBSS, and further authorized the Trustee to assign to TIBS all right, title and interest held by the Trustee in the WHCT-TV License and the OFS Licenses, again subject to final approval by the FCC of the assignment of said

licenses to TIBS. See Exhibit III.

Following Judge Krechevsky's June 8 Orders, on September 21, 1993, TIBS and the Trustee filed their application to the FCC for the assignment of the WHCT-TV Television License.

I. The Proposed Assignment to TIBS Involves Much More Than A "Bare License".

Stripped of its many irrelevancies and transparent attempts at character assassination, the present petition of SBH is fairly reducible to a single argument -- that the Trustee is proposing to sell nothing more than a "bare license" to TIBS. See Petition, at p.3. As set forth below and in the accompanying Affidavit of Micheal L. Parker ("Parker Aff."), the position being advanced by SBH herein is without merit.

According to SBH, therefore, "{f}or more than 25 years it has been well established that a licensee cannot sell merely a bare license". See Petition, at p.3. In support of this proposition, SBH cites to numerous authorities, including Donald L. Horton, 11 R.R. 2d 417 (1967); Bonanza Broadcasting Corp., 11 R.R. 2d 1072 (1967); Radio Station KDAN, Inc., 12 R.R. 2d 584 (1968); E. Al Robinson, 33 R.R. 2d 593 (1975); and Omega Cellular Partners, 4 FCC Rcd 7624 (Mobile Services Division 1990). Pursuant to these authorities, SBH contends that because WHCT-TV has been dark for over two years, and since the station's equipment and other physical assets have been foreclosed upon by creditors and transferred out of the bankruptcy estate, "all that is proposed to be sold {under the Purchase and Assignment Agreement} is the

station's license." Id. TIBS respectfully disagrees.

Indeed, the one critical characteristic unifying the Horton, Bonanza, KDAN, Robinson and Omega decisions cited above is that in each case, it was the lack of equipment necessary to operate a broadcast station that lead to the finding that the transfer or assignment sought to be accomplished did not amount to more than an attempt to transfer a "bare license". Such is not the case here.

Thus, while it is true that the WHCT-TV studio and equipment are no longer part of the bankruptcy estate, there is in fact equipment in the transmitter building located at the transmitter site (which equipment TIBS has been negotiating with the owners to purchase), along with the broadcast tower, antenna and downlinks. See Parker Aff., p.2, P 3. It is TIBS' contention that the transmitter building, the tower and the downlinks are all leasehold improvements of the Lease and, as a result, would enable TIBS to begin operating without delay upon approval by the FCC of the assignment of the WHCT-TV Television License to TIBS. Id.

## II. SBH'S Argument Regarding Astroline's Acquisition of the Station Pursuant to the Commission's Minority Distress Sale Policy.

SBH's attorneys would have the Commission believe that they can resolve the matter of Astroline's minority control by simply believing SBH and that the control did not exist without considering whether SBH is estopped in this proceeding from raising an issue that it has already taken to the Supreme Court.

SBH has shown no compelling reason why the Commission should not dismiss its arguments in this proceeding as out of hand.

III. The Qualifications of TIBS and/or Mike Parker are Irrelevant to These Proceedings.

To help further buttress its unavailing "bare license" argument, SBH suggests that "cancellation of the license would permit the Commission to avoid an otherwise unnecessary hearings into the basic qualifications of TIBS' dominant principal," Micheal Parker. See Petition, at p/ 10. Citing to Mt. Baker Broadcasting Co., Inc., 3 FCC Rcd 4777 (1988) and Religious Broadcasting Network, 3 FCC Rcd 4085 (Rev. Bd. 1988), SBH contends that "questions about the fitness of Mr. Parker and TIBS to become the licensee of Staton WHCT-TV....would have to {be} designated for hearing, litigated, and fully resolved favorbly to Mr. Parker and TIBS before the proposed assignment could be granted." Id., at p.11.

It is, of course, ironic to hear the party who professes great concern for the "conservation of scarce Commission resources" making dark threats about their own plans for prolonging litigation in the instant matter. The point is, however, that since SBH explicitly declined to seek "the designation of the Astroline/TIBS application for hearing relative to Mr. Parker's qualifications" (Id., at p. 11, n. 10), its efforts to impugn Mr. Parker's character "through the back door" should be given the shortest possible shrift. Stated otherwise, should the Commission properly deny SBH's present petition on the sole grounds advanced -- the now-discredited

"bare license" theory -- SBH will still be free to raise qualification issues, albeit in a proper manner and forum.

Nonetheless, with SBH having raised Mr. Parker's "qualifications" in an improper attempt to prejudice these proceedings, fairness demands at least some minimal response. Thus, since 1988 (the time of the Mt. Baker and Religious Broadcasting decisions), Mr. Parker and/or TIBS have been approved numerous times for FCC licensing, including the following:

(1) TIBS holds a fifty-one percent (51%) ownership in Massachusetts Channel 46 Corporation, WHRC-TV, Norwell, Massachusetts. Transfer of Control granted September 11, 1991, FCC File No. BTCCT-910725KG. Until March 23, 1992, Massachusetts Corporation was the Licensee of WHRC-TV, when the Commission granted the involuntary assignment of the station's license to a court-appointed receiver;

(2) On April 9, 1993, TIBS was granted a construction permit and license for a Satellite Service Earth Station, Call Sign E930107, FCC File No. 369-DSE-P/L-93;

(3) On December 7, 1992, TIBS was granted a construction permit for a new FM translator station to operate on Channel 201 (88.1 MHz) at Upland, California, FCC File No. BPFT-920707TB;

(4) TIBS' application for consent to assignment of KCBI International Shortwave Radio Station in Dallas, Texas was granted on October 30, 1992;

(5) On November 24, 1992, Mr. Parker was granted an application for transfer of control of commercial television station Channel 31, KVMD-TV in Twentynine Palms, California, FCC

File No. BTCCT-920603KG; and

(6) Mr. Parker has an application pending before the FCC for a new low power television station on Channel 68 in Los Angeles California. The application was filed December 8, 1989, FCC File No. BPTTL-891208ZI, amended on April 1, 1993, to Channel 26 in Glendale, California.

As the above-listed application history makes clear, Mr. Parker and/or TIBS have sought and received favorable consideration from the FCC on numerous occasions, in various media, since 1988. As such, and once again, should SBH wish to challenge the qualifications of Mr. Parker and/or TIBS in this proceeding, it may certainly do so. For present purposes, however, SBH's transparent attempt at character assassination cannot alter the fact that the instant petition is without merit, and should be denied.

#### CONCLUSION

TIBS is an experienced broadcaster who is attempting to purchase Channel 18, WHCT-TV, licensed to Hartford, Ct, from Martin W. Hoffman, the Trustee for the Debtor in the Station's Bankruptcy.

TIBS has already purchased the Trustee's right, title and interest to the Lease on the tower site and has possession of the tower site and equipment necessary to operate Channel 18 from its current location.

TIBS, further, as an experienced broadcaster, made the necessary arrangements which would allow TIBS to operate immediately from a temporary site with FCC approval of an STA



should it need to move its operations to an alternative site.

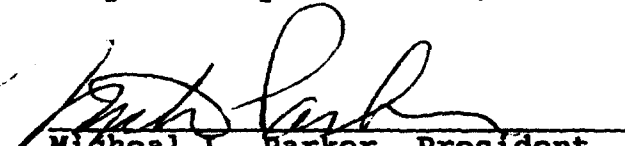
The assertion of SBH with regard to TIBS' purchase is false and their assertion to the qualifications of TIBS and/or Mike Parker are without merit and should the Commission decide to visit this area of inquiry, it would be appropriate in a different proceeding.

There are questions regarding SBH's qualifications, which TIBS intends to raise should the Commission designate a hearing for relicensure.

Most of the issues raised by SBH are either estopped from or are inappropriate to raise in this proceeding.

Accordingly, the Commission should grant authorization to TIBS for its application to transfer Channel 18, WHCT-TV, and should deny SBH's petitions.

Respectfully submitted,

  
Micheal L. Parker, President  
TWO IF BY SEA BROADCASTING  
CORPORATION

22720 S.E. 410th Street  
Enumclaw, WA 98022  
(206) 825-1099

pro se

January 10, 1994

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**Exhibit I**

**Lease and Assignment of Lease**

### ASSIGNMENT OF LEASE

Know all men by these presents that I, Martin W. Hoffman, the duly appointed, qualified and acting Trustee for the Bankruptcy Estate of Astroline Communications Company Limited Partnership, Case No. 88-21124 RLK (hereinafter referred to as "Assignor"), hereby assigns whatever right, title and interest I have, as Trustee of said estate, in a certain Lease of real property known as 376 Deercliff Road, Avon and West Hartford, Connecticut more particularly known and designated as Parcels "B", "C" and "D" on a certain map or survey entitled: "Map Showing land Owned By Astroline Company, a Massachusetts Limited Partnership, Deercliff Road, Avon/West Hartford, Connecticut, Scale 1" = 200', February 1987, Prepared By Neriani Surveying, Simsbury, Connecticut", which map or survey has been filed with both the Office of the Town Clerk of Avon, Connecticut and the Office of the Town Clerk of West Hartford, Connecticut to which reference may be had (hereinafter referred to as "Property"), by and between Astroline Company., as Lessor, and Astroline Communications Company Limited Partnership, as Lessee, dated October, 1986, notice of which was dated October 22, 1986 and recorded on December 18, 1986 in Volume 182 at Page 429 of the Avon Land Records and in Volume 1143 at Page 208 of the West Hartford Land Records, as amended by an "Amendment of Lease" dated June 30, 1989; a Second Amendment of Lease dated September 22, 1989 and recorded in Volume 227, Page 211 of the Avon Land Records and in Volume 1449, Page 90 of the West Hartford Land Records; a Third Amendment of Lease dated October 24, 1989 and recorded in Volume 228, page 547 of the Avon Land Records; a Fourth Amendment of Lease dated November 24, 1989 and recorded in Volume 229, Page 696 of the Avon Land Records and Volume 1466, Page 152 of the West Hartford Land Records; a Fifth Amendment of Lease dated December 22, 1989 and recorded in Volume 231, Page 231 of the Avon Land Records and Volume 1477, Page 39 of the West Hartford Land Records; a Sixth Amendment of Lease dated March 22, 1990 and recorded in Volume 233, Page 58 of the Avon Land Records and in Volume 1492, Page 110 of the West Hartford Land Records; a Seventh Amendment of Lease dated May 22, 1990 and recorded in Volume 235, Page 32 of the Avon Land Records and in Volume 1507, Page 197 of the West Hartford Land Records; an Eight Amendment of Lease dated July 22, 1990 and recorded in Volume 237, Page 21 of the Avon land Records and in Volume 1521, Page 22 of the West Hartford Land Records; a Ninth Amendment of Lease dated October 24, 1990 and recorded in Volume 246, Page 48 of the Avon Land Records and in Volume

1540, Page 131 of the West Hartford Land Records; a Tenth Amendment of Lease dated November 24, 1990 and recorded in Volume 240, Page 923 of the Avon Land Records and in Volume 1545, Page 206 of the West Hartford Land Records; an Eleventh Amendment of Lease dated December 22, 1990 and recorded in Volume 241, Page 941 of the Avon Land Records and in Volume 1550, Page 3 of the West Hartford Land Records; a Twelfth Amendment of Lease dated January 22, 1991 and recorded in Volume 242, Page 456 of the Avon Land Records and in Volume 1553, Page 313 of the West Hartford Land Records; a Thirteenth Amendment of Lease dated February 20, 1991 and recorded in Volume 243, Page 250 of the Avon Land Records and in Volume 1557, Page 343 of the West Hartford Land Records; and a Fourteenth Amendment of Lease dated March 22, 1991 and recorded in Volume 243, Page 941 of the Avon Land Records and in Volume 1563, Page 73 of the West Hartford Land Records, which Lease, as amended from time to time, was assigned by Astroline Company to Astroline Connecticut, Inc., as lessor, said Lease having been assumed by the Assignor (hereinafter referred to as "Lease," a copy of which is attached hereto); to Two if By Sea Broadcasting Corporation, a Delaware corporation, its successors and assigns forever, by virtue of the Order of the Bankruptcy Court approving the assumption and assignment of the Lease by the Trustee dated June 8, 1993, in consideration of \$50,000.00 plus an additional \$43,371.45 representing real property taxes due the town of Avon and West Hartford for the Property pursuant to the terms and provisions of the Lease for a total consideration of \$92,841.03, receipt of which is hereby acknowledged. The Assignor makes no representation or warranties whatsoever with respect to the existing validity and effectiveness of the Lease or with respect to anything else in connection with the Lease whatsoever.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 8<sup>th</sup> day of June, 1993.

SIGNED AND SEALED IN THE  
PRESENCE OF:

Karen C. Seaman  
Karen C. Seaman

Roberts L. Rickert  
Roberts L. Rickert

Martin W. Hoffman L.S.  
Martin W. Hoffman,  
Trustee in Bankruptcy for  
the Chapter 7 Estate of  
Astroline Communications  
Company Limited  
Partnership, Debtor.

State of Connecticut)  
County of Hartford )

ss: Hartford June 8, 1993.

Before me came Martin W. Hoffman, Trustee in Bankruptcy of Astroline Communications Company Limited Partnership, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same, this 8th day of June, 1993.

Karen C. Seaman  
Notary Public/ Karen C. Seaman  
~~Commissioner of the~~  
~~Superior Court~~

My commission expires 4/30/97

LEASE

THIS LEASE, made and entered into this \_\_\_\_\_ day of October, 1986 by and between ASTROLINE COMPANY, a Massachusetts limited partnership with an office at 231 John Street, Reading, Massachusetts (hereinafter called "LESSOR") and \_\_\_\_\_, Astroline Communications Company Limited Partnership having an office at 18 Garden Street, Hartford, Connecticut (hereinafter called "LESSEE").

WITNESSETH

I  
DESCRIPTION OF PREMISES

The LESSOR hereby leases to LESSEE and warrants that it has the right to lease for the term hereof, and LESSEE hires from LESSOR, on the terms and conditions hereinafter set forth, all that certain piece or parcel of land, with the improvements thereon, situated in the Towns of Avon and West Hartford, County of Hartford, and State of Connecticut as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as the "demised premises"). The Lessee, upon payment of the rent hereinafter specified and upon the performance of each and every term and condition of this Lease, shall have the right during the lease term to peaceably and quietly enjoy the demised premises.

II  
TERM

The term of this Lease shall be for three (3) years, and shall commence from the date of this Lease and be automatically renewable for one (1) year periods thereafter unless terminated by ninety (90) days written notice by either party.

III  
RENT

LESSEE shall pay rent at the rate of TEN (\$10.00) DOLLARS per year payable on the first day of November 1986 and every twelve months thereafter.

IV  
BUSINESS OF LESSEE

LESSEE shall within \_\_\_\_\_ year of the date of this lease construct, operate and maintain, at its expense, a television

broadcasting tower and the facilities necessary and appurtenant thereto upon a portion of the demised property for the nonexclusive benefit of a television station bearing the call letters WHCT and/or its successor stations.

V  
PURCHASE OPTION

LESSEE shall have the option during the term of this lease or any renewal thereunder to purchase the demised premises and all improvements situated thereon at a price based on the fair market value of the property. LESSEE must give the LESSOR sixty (60) days written notice of its intention to exercise this option. The fair market value shall be determined by an independent appraisal by a qualified individual or firm to be agreed to by the parties.

VI  
MORTGAGE RECOGNITION

LESSEE agrees to subordinate its right hereunder to the lien of any mortgage, deed or trust or other encumbrance (including but not limited to the lien of a Settlement Agreement by and between LESSEE and Victoria Konover and Michael Konover recorded in volume 168 at page 752 of the Avon Land Records and the lien of the terms, conditions and restrictions contained in a Special Exception Approval from the Town of Avon to LESSEE granted on November 19, 1986 and recorded in Volume 165 at Page 704 of the Avon Land Records) which may now or hereafter affect the demised premises and LESSEE shall upon demand, promptly execute and deliver to LESSOR any instrument which may be necessary to effectuate such subordination.

VII  
ASSIGNMENT AND SUBLETTING

LESSEE shall not assign this Lease, nor any interest therein, without first obtaining the written consent of LESSOR, which consent shall not be unreasonably withheld.

VIII  
TAXES, ASSESSMENTS, AND UTILITIES

LESSEE shall pay all municipal taxes assessed against the premises.

LESSEE further covenants and agrees to pay for all water, gas, power, electric current, and all other utilities served to the demised premises during the term hereof.

IX  
REPAIRS AND MAINTENANCE OF THE PROPERTY

LESSEE shall, at its own cost and expense, maintain and repair the demised premises.

X  
LIABILITY INSURANCE

The LESSEE agrees to take out public liability insurance covering the demised premises. The LESSEE agrees to maintain the same at LESSEE's sole cost and expense in full force and effect during the entire term of this Lease. LESSOR shall be named as an additional insured under said policies of insurance. The LESSEE may, at its option, bring its obligations to insure under any so-called blanket policy or policies of insurance; provided, however, that the interests of LESSOR shall be as fully protected thereby as if LESSEE obtained individual policies of insurance. LESSOR may, but is not obligated to, pay any such premiums with respect to such policy and LESSEE hereby agrees to repay and reimburse LESSOR upon demand for or an account of any such payment made by LESSOR.

XI  
HAZARD INSURANCE

From and after the date LESSEE commences to pay rent, LESSOR will, at LESSOR's own cost and expense, carry and maintain fire insurance with extended coverage endorsement upon the demised premises. Said policy shall contain a so called "standard mortgagee clause" in favor of the LESSEE. Failure to maintain such policy during the term of the lease shall be a default hereunder. LESSEE may, but is not obligated to, pay any such premiums with respect to such policy and LESSOR hereby agrees to repay and reimburse LESSEE upon demand for or on account of any such payment made by LESSOR.



## XII REMEDIES ON DEFAULT

In the event of any breach of this Lease by LESSEE, which shall not have been cured within thirty (30) days after written notice has been posted by LESSOR, then LESSOR, besides other rights or remedies it may have, shall have the immediate right of reentry. Should LESSOR elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, relet said premises or any part thereof for the account of LESSEE, for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR in its own discretion may deem advisable. Rentals received from such letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from LESSEE to LESSOR; second, to the payment of rent due and unpaid hereunder; the LESSEE shall pay such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly and shall bear interest at the rate of six (6%) percent.

## XIII CONDEMNATION

If any part of the demised premises shall be taken or condemned for a public or quasi-public use (or any transfer is made in lieu thereof), and a part thereof remains which is suitable for the use contemplated hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall be taken by the condemnor and the rent payable hereunder shall be adjusted so that the LESSEE shall be required to pay for the remainder of the term only such portion of such rental as the value of the part remaining after the condemnation bears to the whole of the demised premises as of the date of condemnation. If all of the demised premises to be taken or condemned, or so much thereof that the use by LESSEE shall be substantially impaired, the LESSEE may thereupon terminate this Lease. All compensation awarded upon any such condemnation or taking shall go to the LESSOR, provided, however, that any awards for relocation or leasehold improvements shall go to LESSEE.

XIV  
CHANGES AND ALTERATIONS

LESSEE shall have the right, at its expense, to redecorate and make such structural and nonstructural alterations and changes to the demised premises as it shall deem expedient to necessary for its purpose.

XV  
NOTICE OF DEMANDS

Any notices or demands required or permitted by law, or any provision of this Lease, shall be in writing, and if the same is to be served upon LESSOR, may be personally delivered to LESSOR, or may be deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to LESSOR at 231 John Street, Reading, Massachusetts 01867 or at such other address as LESSOR may designate in writing.

Any such notice or demand to be served upon LESSEE shall be in writing and shall be deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, and addressed to LESSEE at 18 Garden Street, Hartford, Connecticut.

XVI  
NO BROKER

The parties hereto warrant and represent each to the other that no Broker was involved in obtaining this Lease arrangement, and the LESSEE agrees to hold the LESSOR harmless for any and all claims for brokerage arising from actions of the LESSEE.

In Witness Whereof, the parties hereunto have set their hands and seals in four original copies, the day and year first written above.

LESSOR:

ASTROLINE COMPANY, a  
Massachusetts Limited  
Partnership

BOOK 207 - PAGE 539

-6-

By \_\_\_\_\_  
Fred J. Boling  
Its General Partner

LESSEE:

ASTROLINE COMMUNICATIONS  
COMPANY LIMITED PARTNERSHIP


By \_\_\_\_\_  
Richard P. Ramirez  
Its General Partner

-6-

By   
Fred J. Bolling  
its General Partner

LESSEE:

ASTROLINE COMMUNICATIONS  
COMPANY LIMITED PARTNERSHIP

By   
Richard P. Ramirez  
its General Partner

BOOK 207 - PAGE 541  
SCHEDULE B

A certain piece or parcel of land together with all buildings and improvements situated thereon partially located in the Town of Avon, Connecticut and partially located in the Town of West Hartford, Connecticut, known and designated as Parcels "B" and "C" on a certain map or survey entitled: "Map showing Land Owned by, Astroline Company, a Massachusetts Limited Partnership, Deercliff Road, Avon/West Hartford, Connecticut Scale 1" = 200', February 1987, Prepared by Neriani Surveying, Simsbury, Connecticut", which map or survey has been filed with both the Office of the Town Clerk of Avon, Connecticut and the Office of the Town Clerk of West Hartford, Connecticut to which reference may be had.

## FOURTEENTH AMENDMENT OF LEASE

THIS FOURTEENTH AMENDMENT OF LEASE, made and entered as of the 22nd day of March, 1991 by and between ASTROLINE CONNECTICUT, INC. a Connecticut corporation ("Lessor"), and ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP, a Massachusetts limited partnership with an office in Hartford, Connecticut ("Lessee").

## W I T N E S S E T H

WHEREAS, Lessee and Astroline Company, a Massachusetts limited partnership with an office in Reading, Massachusetts ("AC"), entered into a lease dated October 1986 (the "Lease") for that certain parcel of real property more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, AC deeded said property to Lessor by that certain Warranty Deed dated April 2, 1987, and assigned the Lease to Lessor by Assignment of Lease dated April 2, 1987; and

WHEREAS, the parties hereto amended the Lease by an "Amendment of Lease" dated as of June 30, 1989; a Second Amendment of Lease dated as of September 22, 1989 and recorded in Volume 227, Page 211 of the Avon Land Records and in Volume 1449, Page 90 of the West Hartford Land Records; a Third Amendment of Lease dated October 24, 1989, and recorded in Volume 228, Page 547 of the Avon Land Record; a Fourth Amendment of Lease dated November 24, 1989, and recorded in Volume 229, Page 696 of the Avon Land Records and Volume 1466, Page 152 of the West Hartford Land Records; a Fifth Amendment of Lease dated December 22, 1989, and recorded in Volume 231, Page 231 of the Avon Land Records and Volume 1477, Page 39 of the West Hartford Land Records; a Sixth Amendment of Lease dated March 22, 1990 and recorded in Volume 233, Page 58 of the Avon Land Records and Volume 1492, Page 110 of the West Hartford Land Records; a Seventh Amendment of Lease dated May 22, 1990 and recorded in Volume 235, Page 32 of the Avon Land Records and Volume 1507, Page 197 of the West Hartford Land Records; an Eighth Amendment of Lease dated July 22, 1990 and recorded in Volume 237, Page 21 of the Avon Land Records and Volume 1521, Page 22 of the West Hartford Land Records; a Ninth Amendment of Lease dated October 24, 1990 and recorded in Volume 246, Page 48 of the Avon Land Records and Volume 1540, Page 131 of the West Hartford Land Records; a Tenth Amendment of Lease dated November 24, 1990 and recorded in Volume 240, Page 923 of the Avon Land Records and Volume 1545, Page 206 of the West Hartford Land Records; an Eleventh Amendment of Lease dated December 22, 1990 and recorded in Volume 241, Page 941 of the Avon Land Records and Volume 1550, Page 3 of the West Hartford Land Records; and a Twelfth Amendment of Lease dated January 22, 1991, and recorded in Volume 242, Page 456 of the Avon Land Records and Volume 1553, Page 313 of the West Hartford Land Records; and a Thirteenth Amendment of Lease dated February 20, 1991 and recorded in Volume

243, Page 250 of the Avon Land Records and Volume 1557, Page 343 of the West Hartford Land Records; and

WHEREAS, Lessee remains in Chapter 11 Bankruptcy (the "Bankruptcy") in the United States Bankruptcy Court, District of Connecticut; and

WHEREAS, Lessor and Lessee are continuing to negotiate regarding an overall settlement of the Bankruptcy; and

WHEREAS, based on recent developments in the bankruptcy proceedings and discussions related thereto the Lessor and the Lessee have determined that an additional one (1) month extension of the term of the Lease is in the best interests of the parties hereto and may advance the resolution of the bankruptcy proceedings; and

WHEREAS, the parties hereto therefore wish to extend by an additional one (1) month the initial term of the Lease as set forth in the Amendment of Lease.

NOW THEREFORE, for valuable considerations the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

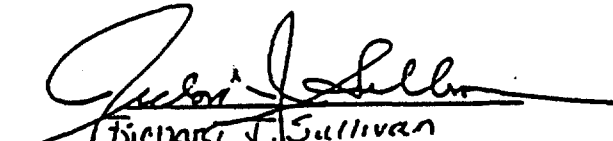
1. Article II of the Lease, as amended, is hereby further modified in its entirety to read as follows:

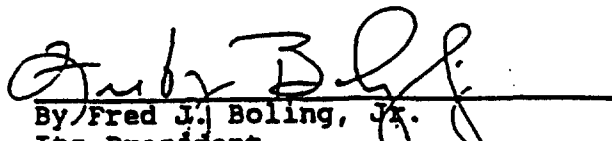
The initial term of this Lease shall be for four (4) years and nine (9) months and shall be deemed to have commenced on October 22, 1986 and expire on July 22, 1991. Thereafter, the term of this Lease shall be automatically renewable for one (1) year periods unless terminated by ninety (90) days' written notice by either party.

2. Except as modified herein, the Lease shall remain in full force and effect.

3. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LESSOR  
ASTROLINE CONNECTICUT, INC.

  
\_\_\_\_\_  
William C. Davidson

  
By Fred J. Boling, Jr.  
Its President

LESSEE  
ASTROLINE COMMUNICATIONS COMPANY  
LIMITED PARTNERSHIP

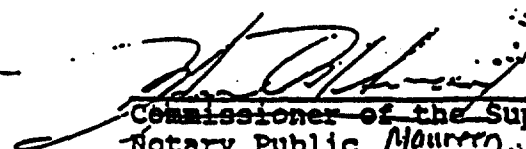
\_\_\_\_\_  
By Richard P. Ramirez  
Its General Partner

\_\_\_\_\_  
STATE OF *Massachusetts* )  
COUNTY OF *Middlesex* )

ss.

March 19, 1991

Personally appeared Fred J. Boling, Jr., President of  
Astroline Connecticut, Inc. as aforesaid, signer of the foregoing  
instrument, and acknowledged the same to be his free act and deed  
as such President, and the free act and deed of said corporation,  
before me.

  
\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public *Maurice A. McSwiney*  
My Commission Expires: *April 1, 1993*

STATE OF )  
COUNTY OF )

ss.

March , 1991

Personally appeared Richard P. Ramirez, General Partner of  
Astroline Communications Company as aforesaid, signer of the  
foregoing instrument, and acknowledged the same to be his free act  
and deed as such General Partner, and the free act and deed of  
said Limited Partnership, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:



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LESSOR  
ASTROLINE CONNECTICUT, INC.

By Fred J. Boling, Jr.  
Its President

LESSEE  
ASTROLINE COMMUNICATIONS COMPANY  
LIMITED PARTNERSHIP

By Richard P. Ramirez  
Its General Partner

STATE OF

COUNTY OF

ss.

March , 1991

Personally appeared Fred J. Boling, Jr., President of  
Astroline Connecticut, Inc. as aforesaid, signer of the foregoing  
instrument, and acknowledged the same to be his free act and deed  
as such President, and the free act and deed of said corporation,  
before me.

Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

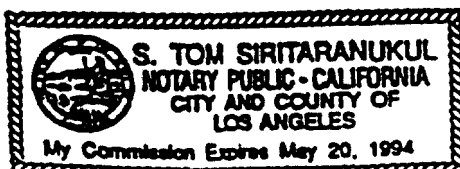
STATE OF *California*

COUNTY OF *Los Angeles*

ss.

March/P, 1991

Personally appeared Richard P. Ramirez, General Partner of  
Astroline Communications Company as aforesaid, signer of the  
foregoing instrument, and acknowledged the same to be his free act  
and deed as such General Partner, and the free act and deed of  
said Limited Partnership, before me.



Commissioner of the Superior Court  
Notary Public *S. Tom Siritaranukul*  
My Commission Expires: *5/20/1994*